

4-3033

A G R E E M E N T

Between

THE WAYNE BOARD OF EDUCATION

and

THE WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION

for 1970 - 1971

CUSTODIAL-MAINTENANCE WORKERS

Signed and agreed to

April 23, 1970.

AGREEMENT  
PURSUANT TO NEW JERSEY PUBLIC EMPLOYER-EMPLOYEE  
LABOR RELATIONS ACT (CHAPTER 303 PUBLIC LAWS OF 1968)

This Agreement is made and entered into on this 23rd day of April, 1970 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE in the County of Passaic, hereinafter referred to as the "BOARD", and the WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION, hereinafter referred to as the "ASSOCIATION", and

WHEREAS, the ASSOCIATION is the sole representative of the custodial-maintenance workers in collective negotiations with the BOARD, and

WHEREAS, pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public Laws of 1968) the BOARD and the ASSOCIATION have reached agreement with respect to terms and conditions of employment for custodial-maintenance workers for the school year 1970-71, and

WHEREAS, said Public Employer-Employee Labor Relations Act requires that when such agreement has been reached its terms shall be embodied in writing and signed by the respective parties:

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Salaries shall be paid in accordance with Schedule "A" annexed hereto and made part of this agreement by reference thereto.
2. All other terms and conditions of employment are set forth in Schedule "B" annexed hereto and made part of this agreement by reference thereto.
3. The Grievance Procedure as set forth in Schedule "C" annexed hereto is made part of this agreement by reference thereto.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

Attest:

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE

NORMAN HARRISON, SECRETARY (Signed)

By  
BRUCE VAN DUYN, PRESIDENT (signed)

Attest:

THE WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA  
ASSOCIATION

EDITH HALLIDAY, SECRETARY (Signed)

By  
WALTER BOMHOFF, PRESIDENT (signed)

## PROPOSED 1970-71 SALARY GUIDE

MATRONS, CUSTODIAN, MAINTENANCE, BUS DRIVERS

	<u>Start</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
Matrons	\$4255	\$4554	\$4853	\$5152		
Custodians	5865	6176	6486	6797	\$7107	\$7418
Head Custodian Senior High	6210	6555	6900	7245	7590	7935
Head Custodian Junior High	6124	6457	6791	7124	7458	7791
Helper	5463	5704	5946	6187	6429	6670
Groundsman	5865	6176	6486	6797	7107	7418
Painter	5865	6222	6578	6935	7291	7648
Mechanic	6095	6475	6854	7234	7613	7993
Carpenter	6095	6440	6785	7130	7475	7820
Bus Driver	5865	6176	6486	6797	7107	7418
Night Custodian Supervisor	7418	7832	8246	8453	8660	8867
Chief Custodian	7878	8338	8798	9315	9534	9994
Maintenance Supervisor	7878	8338	8798	9315	9534	9994
Asst. Maint. Supervisor	7349	7613	7993	8372	8752	9131
Storekeeper, Shipping/Receiving	6486	6797	7107	7418	7705	7993

WORKING HOURS AND CONDITIONSSECTION I - HOURS (Typical)Elementary

Day Shift	7:00 a.m. to 3:00 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.

Junior High School

Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:15 p.m. to 11:15 p.m.
Matron	7:30 a.m. to 3:30 p.m.

Senior High School

1 Man	6:30 a.m. to 3:00 p.m.
1 Man	9:00 a.m. to 5:30 p.m.
6 Men	4:00 p.m. to 12:00 p.m.
Matron	7:30 a.m. to 3:30 p.m.

Split-time Shift

1st School	3:15 p.m. to 7:00 p.m.
Lunch and travel time	7:00 p.m. to 7:45 p.m.
2nd School	7:45 p.m. to 11:15 p.m.

A. Any deviation from the above hours must be mutually agreed upon by the Principal and the Plant Manager. When such deviation is of a permanent nature, the custodial representative will be asked to participate in the discussion prior to the decision becoming part of the regulations.

B. With reference to the day shift in schools where there are two or more men on the day shift, the Principal may set 11:00 a.m. - 11:30 a.m. for one man and 11:30 a.m. to 12:00 a.m. for another man or some other reasonable variation in order to provide each man with his lunch period.

C. In schools where there is one man on duty, the Principal may set a one-half hour lunch period at a reasonable time and at such time as is possible to provide the custodian with a one-half hour lunch period.

D. Night-shift schedule shall include a one-half hour paid lunch period. This period shall be considered part of the eight hour work day.

E. The split-time shift schedule shall include a one-half hour paid lunch period and fifteen minutes travelling time included in the eight hour working day.

SECTION II - OVERTIME HOURS

- A. Overtime shall be paid at the rate of one and one-half times the employees hourly rate.
- B. Overtime shall be paid after 8 working hours in any day. Overtime shall be paid for all regular hours in excess of 40 regular working hours in any one week.
- C. Overtime hours shall be worked at the direction of the Plant Manager and/or the request of the Principal with the approval of the Plant Manager.
- D. Overtime hours shall be worked where necessary in connection with a permit for the use of the building.

SECTION III - WORK WEEK

- A. Five consecutive days, exclusive of Sunday, shall constitute a regular work week.
- B. Saturday shall be part of a regular 5 day work week which shall start on Tuesday, when in the opinion of the Principal and Plant Manager, the maintenance or housekeeping requirements of a school so dictate. It shall be the prerogative of the Principal and Plant Manager to employ either work week as deemed necessary, but the Tuesday through Saturday work week shall not be a permanent schedule.
- C. Sunday work, where required, shall be paid at the hourly rate of one and one-half time the employees basic hourly rate for each hour worked.
- D. Sunday hours shall be worked at the direction of the Plant Manager in cases of emergency.
- E. Sunday work shall be worked where necessary in connection with a permit for the use of the building.

SECTION IV - SCHOOL RECESS OR VACATION

During school recess or vacation the regular hours for all custodians will be from 7:00 a.m. to 3:30 p.m. which includes one-half hour for lunch. The regular hours for matrons will be from 7:30 a.m. to 3:30 p.m. which includes one-half hour for lunch. If activities are scheduled in the building during the evening, the Principal may change the hours of the custodians with the approval of the Plant Manager.

SECTION V - HOLIDAYS

All personnel shall be paid for Holidays as outlined below except when they conflict with the school calendar:

Veterans Day	New Year's Day	Memorial Day
Thanksgiving Day	Lincoln's Birthday	4th of July
Friday after Thanksgiving	Washington's Birthday	Nat'l Election Day
Christmas Day	Good Friday	Labor Day

Schedule "B" continued

If, for any reason, a building is required to be opened on any of these days, the custodians directed will report for work as usual. For time so worked on these stated Holidays straight time for each hour worked will be paid in addition to the day's pay for the Holiday.

Any of the outlined Holidays falling on Saturday shall be re-scheduled by the Plant Manager at a time when school is not in session.

At Christmas and New Year's Day all personnel under this policy shall have a half-day off preceding the Holiday.

SECTION VI - ABSENCES, PERSONNEL LEAVE COMMITTEE, LEAVES OF ABSENCE

Personal Illness

A. Personal illness shall be interpreted to cover illness of the employee. The Personnel Leave Committee may at its discretion require proof of illness.

B. Custodial and Maintenance employees shall be allowed with full pay, 10 days cumulative personal illness leave per year. Such accumulative leave shall not exceed an aggregate of 100 days.

C. Absence of employees for reasons other than those listed above or of greater duration than accumulated sick leave will be reviewed by the Personnel Leave Committee.

Death in the Family

In the event of a death in an employee's immediate family (Mother, Father, Wife or Children) an absence of up to 5 days may be allowed without loss of pay subject to review by the Personnel Leave Committee.

Religious Observance

Absence for religious observance may be granted on prior approval by the Personnel Leave Committee.

Personnel Leave Committee

A committee shall be formed consisting of three members of the Association (one to represent each group within the Association) and one administrator to supervise the sick days and personal days of the members of the Association. This committee shall establish its own reasonable ground rules which are to be reviewed by the Board of Education. Association representatives shall be selected by the Association.

Maternity Leave

Maternity leave, without pay, may be granted to the employee for a period not exceeding two calendar years. Request for a maternity leave shall be made in writing to the Board of Education.

Leave of Absence

Leave of absence may be granted, without pay, only to employees having tenure. Requests for leave of absence shall be made in writing to the Board of Education.

Absence from Work

Absence known to occur on the next work day of the day shift due to illness or other authorized reasons must be reported to the Chief Custodian or Maintenance Supervisor by telephone the preceding evening before 10:00 p.m. at his home. Employees on the evening shift shall report their absence to the Plant Manager's Office before 2 p.m. of that day. In the event there is failure of telephone contact, the employee must notify the Plant Manager at his home, and failing this, the Head Custodian or Principal of the school involved.

SECTION VII -- ATTENDANCE RECORD

Custodians, Matrons and Mechanics shall submit, through their supervisor or school secretary, whichever applies, an individual daily attendance record to the Plant Manager's office on the first and sixteenth of each month.

SECTION VIII -- STORM WEATHER CONDITIONS

During stormy, freezing or inclement weather, regardless of whether or not the schools are closed that day, employees shall exert unstinting effort to report to their schools or shop for storm work, to permit schools to operate on schedule as quickly as possible. Employees must report by telephone to the Plant Manager their inability to report for work when this is known. Should absence from work occur, when in the opinion of the Principal and Plant Manager storm conditions did not warrant such absence, the circumstances may be subject to review.

SECTION IX -- TRANSFERS

A. Requests for transfer to vacancies in existing or new schools, or other positions, shall be in writing to the Plant Manager. If the employee is a custodian or matron, and the request is granted, the Plant Manager shall notify the Principal.

B. The deciding factors in the selection of employees to other or different positions shall be seniority and performance.

SECTION X -- VACATIONS

A. The months of June, July and August are designated as vacation months. Employee vacations shall be scheduled at the discretion of the Principal and the Plant Manager.

B. 1) Service of one year or less, vacations will be granted at the rate of one day per month of service prior to July 1, not to exceed 10 days vacation in any one year.

2) Service of one through five years, 10 days will be allowed.

3) After 5 years of service, 15 days will be allowed.

C. Vacation schedules during June, July and August shall be so staggered that each school shall have at least one custodian in attendance every week day.

D. When a Holiday falls within an employee's vacation period, an extra day shall be given at any time at the discretion of the Plant Manager.

E. Prior to employees leaving on their vacations, they shall be paid in advance for the period of their vacations if they so elect. Such requests must be in writing 30 days prior to the vacation period.

#### SECTION XI - PERFORMANCE EVALUATION - INCREMENTS

A. Reviews of performance evaluation shall be conducted each year before the anniversary date of the employee's employment to determine if the employee qualifies for an increment.

B. The Plant Manager shall review job performance of new employees within 6 months of their employment date and take appropriate action to retain or dismiss employee after conference with the Principal.

C. Salary increases shall become effective in accordance with the salary guide, on the 1st of 15th of the month next following the employment anniversary date.

D. If an adverse decision on a salary increment is reached, the employee will be asked to meet with the Plant Manager and Principal at which time he will be apprised of the reason therefor. The man may, at his request, have a representative of the Association present. Such decision will then be forwarded to the Superintendent for transmittal to the Board of Education.

#### SECTION XII - EMPLOYEE INSURANCE

The Board shall undertake payment in full for the cost of each individual employee insurance contract providing coverage for Blue Cross (hospitalization), Blue Shield (major medical, including Rider J) and 40% of the complete family medical plan.



Grievance Procedures for Handling Custodial or Maintenance Personnel Problems

A. An individual problem or disagreement within the framework of a building would be discussed with the Principal, the individual involved, his immediate custodial or maintenance superior, and the President of the Association, the grievance having first been submitted to the Principal in writing within three working days prior to the requested meeting. If agreement or understanding cannot be made at this point, the procedure shall go to Step "B" at the request of either party.

B. A conference with the Plant Manager, Principal, individual involved, his immediate custodial or maintenance superior, President of the Association. If agreement cannot be made at this point, the procedure shall go to Step "C".

C. A conference with the Superintendent or Assistant Superintendent, the individuals involved, and the President of the Association. If no resolution can be determined, proceed to Step "D".

D. Conference meeting with the Board of Education Committee consisting of three members of the Board, the Plant Manager, the Principal, the aggrieved individual, the President of the Association and the Superintendent or Assistant Superintendent of Schools. If resolution of the problem is unsatisfactory or no compromise can be determined, the problem should be taken to the Board as a whole.

E. Conference meeting with the whole Board of Education and the individuals mentioned in Step "B".

F. In no event shall a grievance be presented later than 5 working days from the date of the alleged act complained of.